

City of Melbourne

FIRST AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Domestic Biosolids Hauling
Contract No. B24015A-0-2024/AM

This First Amendment to Purchase Agreement for Services No. B24015A-0-2024/AM Domestic Biosolids Hauling is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **Synagro South, LLC**, a Delaware limited liability company whose address is 435 Williams Court, Suite 100, Baltimore, MD 21220 (the "CONTRACTOR") (Collectively the "Parties").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into Contract No. B24015A-0-2024/AM Domestic Biosolids Hauling, effective May 22, 2024;

WHEREAS, the CITY and the CONTRACTOR hereto desire to amend the Contract No. B24015A-0-2024/AM, the "Existing Contract" to revise Exhibit A4-Pricing Schedule, on the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONTRACTOR agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this FIRST Amendment have the respective meanings assigned to them in the Existing Contract.

Section 2. Amendments to the Existing Contract. In interpreting this amendment, underlined text is new text inserted into the Existing Contract, and ~~stricken through~~ language is text deleted from the Existing Contract.

A. Exhibit A4 – Pricing Schedule is amended (see Attachment A to FIRST Amendment, Revised Exhibit A4, attached) to change the unit cost of, effective nunc pro tunc on September 27, 2024.

Section 3. Date of Effectiveness; Limited Effect. This FIRST Amendment will be deemed effective upon the last of parties to sign (the "Effective Date"). Except as expressly provided in this FIRST Amendment, all of the terms and provisions of the Existing Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party. On and after the Effective Date, each reference in the Existing Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Contract, as amended by this FIRST Amendment.

Section 4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

- A. It has the full right, power and authority to enter into this FIRST Amendment and to perform its obligations hereunder and under the Existing Contract as amended by this FIRST Amendment.
- B. The execution of this FIRST Amendment by the individual whose signature is set forth at the end of

this FIRST Amendment on behalf of the CONTRACTOR, and the delivery of this FIRST Amendment by the CONTRACTOR, has been duly authorized by all necessary action on the part of such CONTRACTOR.

- C. The execution of this FIRST Amendment by the individual whose signature is set forth at the end of this FIRST Amendment on behalf of the CITY, and the delivery of this FIRST Amendment by the CITY, have been duly authorized by all necessary action on the part of the CITY up to a \$459,000.00 annual increase in cost.
- D. This FIRST Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.


Section 5. Miscellaneous.


- A. This FIRST Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.
- B. This FIRST Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns, as permitted.
- C. The heading in this FIRST Amendment is for reference only and do not affect the interpretation of this FIRST Amendment.
- D. This FIRST Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this FIRST Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this FIRST Amendment.
- E. This FIRST Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- F. Each Party shall pay its own costs and expenses in connection with this FIRST Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

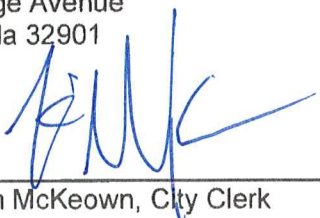
IN WITNESS WHEREOF, this FIRST Amendment shall become effective upon the last of the parties to sign below.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

SYNAGRO SOUTH, LLC
A Delaware limited liability company

By:  Date 11/14/24
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

By:  Date 10/9/2024
Name: Emil Kneis
Its: Sale Support Manager
435 Williams Court, Suite 100
Baltimore, Maryland 21220

ATTEST: 
Kevin McKeown, City Clerk

ATTACHMENT A
REVISED EXHIBIT A4
PRICING SCHEDULE

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in

Item	Description	UOM	Est. Annual Qty	Unit Cost	Est. Annual Cost
1	Remove, transport and dispose of Class B, lime stabilized, dewatered biosolids (sludge) from two (2) sites.	CY	12,000	\$ 25.95 \$64.20	\$ 311,400.00 \$770,400.00